BILL NO. S-80-07- 40

SPECIAL ORDINANCE NO. S- 93-80

AN ORDINANCE approving a contract for Street Lighting Improvement Resolution No. 142-80 between the City of Fort Wayne, Indiana and Biggs Electric Co. for street light improvement.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated July 16, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and Biggs Electric Co. for:

> the installation of ornamental street lighting in the Nebraska Phase V Impact Area, as follows: Perry Avenue, Greenwood Avenue, Watkins Street, Illinois Street, Mechanic Street, Cherry Street, Camp Allen Drive, Fair Street, Huron Street and Elm Street,

under Board of Public Works Street Improvement Resolution No. 142-80 at a total cost of $32,658.70 from C D & P Funds, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JULY 18, 1980.

JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~[illegible]~~, the _____ day of _____, 19____, at _____ o'clock ___ M.,E.S.T.

DATE: 7-22-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS				✓	
SCHMIDT, D.				✓	
SCHMIDT, V.				✓	
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-12-80

Charles W. Westerman /ae
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-93-80

on the 12th day of August, 19 80.

ATTEST: (SEAL)

Charles W. Westerman /ae
CHARLES W. WESTERMAN - CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of August, 19 80, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman /ae
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 18th day of August 19 80, at the hour of 9:30 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-07-40

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Street Lighting Improvement Resolution No. 142-80 between the City of Fort Wayne, Indiana and Biggs Electric Co. for street light improvement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

8-12-80
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

PROJECT NEBRASKA PHASE V

OFFICE OF CITY ENG
FORT WAYNE INDIAN

DATE June 4, 1980 RES. NO. 142-80

MATERIAL

CONTRACTORS

STREET LIGHTING - MATERIAL COST

QUAN	UNIT	MATERIAL	ESTIMATE	EXTENSION	BIGGS ELECTRIC COMPANY UNIT BID	BIGGS ELECTRIC COMPANY TOTAL BID	N.G. GILBERT CORPORATION UNIT BID	N.G. GILBERT CORPORATION TOTAL BID	T & F CONSTRUCTION UNIT BID	T & F CONSTRUCTION TOTAL BID	SERVICE ELECTRIC CO. OF ALLEN CO. UNIT BID	SERVICE ELECTRIC CO. OF ALLEN CO. TO D
58	ea.	Install 16' blk. alum. pole 4' deep - w/pole set	$ 66.00	$ 3,828.00	$ 64.00	$ 3,712.00	$ 63.00	$ 3,654.00	$ 66.00	$ 3,828.00	$ 88.00	5,104.
8	ea.	Install 12' blk. Pedestal pole	$ 52.00	$ 416.00	$ 40.00	$ 320.00	$ 51.05	$ 408.40	$ 40.00	$ 320.00	$ 42.00	336.
66	ea.	Install TC 100R luminaire & lamp	$ 35.00	$ 2,310.00	$ 34.00	$ 2,244.00	$ 42.75	$ 2,821.50	$ 33.00	$ 2,178.00	$ 33.00	2,178.
8	ea.	Install 1.5 x 1.5 x 4' concrete foundation w/anchor bolts	$ 170.00	$ 1,360.00	$ 140.00	$ 1,120.00	$165.00	$ 1,320.00	$ 150.00	$ 1,200.00	$ 225.00	1,800.
2901	L. F.	Trench in earth -20" deep	$ 1.40	$ 4,061.40	$ 1.10	$ 3,191.10	$ 1.15	$ 3,336.15	$ 2.00	$ 5,802.00	$ 2.25	6,527.
2735	L. F.	Bore or push 1 1/2" p.v.c. tubing under walks, drives, trees, streets, alleys, etc.....	$ 5.50	$ 15,042.50	$ 6.30	$ 17,230.50	$ 5.80	$ 15,863.00	$ 6.00	$ 16,410.00	$ 3.21	8,779.
7726	L. F.	Install 2/C and/or 1/C #4 alum. wire in trench or conduit	$ 0.55	$ 4,249.30	$ 0.45	$ 3,476.70	$ 0.60	$ 4,635.60	$ 0.45	$ 3,476.70	$ 0.94	7,262.
2901	L.F.	Fine Grading, seeding & Mulch	$ .45	$ 1,305.45	$ 0.40	$ 1,160.40	$ 0.55	$ 1,595.55	$ 0.45	$ 1,305.45	$ 1.50	4,351.
6	ea.	Install 10' riser	$ 45.00	$ 270.00	$ 34.00	$ 204.00	$ 44.30	$ 265.80	$ 50.00	$ 300.00	$ 120.00	720.
		TOTAL BID		$ 32,842.65		$ 32,658.70		$ 33,900.00		$ 34,820.15		37,058.
		Materials furnished by City		$ 25,302.92		$ 25,302.92		$ 25,302.92		$ 25,302.92		25,302.
		Engineering & Inspection		$ 5,812.03		$ 5,812.03		$ 5,812.03		$ 5,812.03		5,812.
		City Labor		$ 3,500.00		$ 3,500.00		$ 3,500.00		$ 3,500.00		3,500.
		Advertising		$ 40.00		$ 40.00		$ 40.00		$ 40.00		40.
		Total Contract		$ 67,497.55		$ 67,313.65		$ 68,554.95		$ 69,475.10		71,713.
		% Over/Under				- 0.06%		+ 3.21%		+ 6.02%		+ 12.84

B.O. 153-79 CITY PAID

ST. Lighting Improvement Resolution No. 142 19 80

NEBRASKA NEIGHBORHOOD, PHASE V

Width: Ft.

Plans Ordered:

Adopted: May 14, 1980

Advt. "Notice to P.O.":

Not. to P. O. Mailed:

Hearing on Confirmation:

Remonstrance Filed:

Confirmed:

Finally Confirmed:

Advt. "Notice to Contr's": May 23 and 30, 1980

Receive Bids: Wednesday, June 4, 1980 at 9:00 a.m.
ord. bid docs. 5/19/80

Contract Awarded: Wednesday, June 11, 1980 at 9 a.m.

Contract Awarded to: BIGGS ELECTRIC COMPANY

For: $32,658.70 subj. to c. approval.

At:

Reported Completed:

Primary Assmt. Roll Appr'd:

Advt. "Assessment Notice":

Hearing on Confir'n of Assmt. Roll:

Assessment Roll Confirmed:

-1-7-80

STREET LIGHTING RESOLUTION

No. 142-80

NEBRASKA NEIGHBORHOOD PHASE V

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is deemed necessary to light the Nebraska Neighborhood Phase V Impact Area, more specifically defined as: Perry Avenue from southern terminus to Illinois Street; Greenwood from Swinney Park bridge to Main Street, Watkins Street from second alley south of Illinois Street to Main, Illinois Street from Manufactures Avenue to Watkins Street, Mechanic Street from its southern terminus to Main Street, Center Street from a point 100 feet south of Fair Street to Main Street, Cherry Street from Camp Allen Drive to Main, Camp Allen Drive from Huron Street to Main Street, Fair from Mechanic Street to Center Street, Huron Street from Mechanic Street to Camp Allen Drive, Elm Street from Mechanic to Camp Allen Drive, all in accordance with the detailed plan and specifications on file in the office of the Board of Public Works of said City; and such lighting is now ordered.

The total cost of said lighting shall be paid with monies from the Community Development Block Grant as provided for in Title I of the 1974 Housing and Community Development Act.

Adopted this 14th day of May 1980.

BOARD OF PUBLIC WORKS

Robert L. Anderson Sr.

Attest:

Sandra E. Kennedy
Clerk

CONTRACT
Res. No. 142-80

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

THIS AGREEMENT made and entered into this, the 11th day of July 1980, by and between:

City of Fort Wayne, Indiana

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

Biggs Electric Co.

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITHESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 11th day of June, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Installation of street lighting, with underground wiring, in the Nebraska Phase V Impact Area, Res. 142-80.

#32,658.70

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitratiors or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

Sandra E Kennedy
ATTEST: Clerk

BOARD OF PUBLIC WORKS

CONTRACTOR: Biggs Electrical Construction Inc.

BY: Fred W. Biggs
CORPORATE PRESIDENT

BY: Fred W. Biggs
Secretary

Approved in Form & Legality
By:

ATTEST:

BY:
CORPORATE VICE PRESIDENT

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland 1896

(A Stock Company)

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS,

That we BIGGS ELECTRICAL CONSTRUCTION, INC.
Ft. Wayne, Indiana

(hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (hereinafter called the Surety), are held and firmly bound unto The City of Fort Wayne, State of Indiana

(hereinafter called the Obligee), in the full and just sum of Thirty-two Thousand Six Hundred Fifty-eight and 70/100----------($32,658.70) --------- dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The said Principal has executed and entered into a certain contract with the said Obligee dated June 11, 1980 for construction of Resolution #142-80 Nebraska Neighborhood Phase V

in said contract described; which contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agreements in said contract mentioned to be performed and fulfilled, and shall keep the said Obligee harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the said Obligee, growing out of or incurred in, the prosecution of said work according to the terms of the said contract, and shall repay to the said Obligee all sums of money which the said Obligee may pay to other persons on account of work and labor done or materials furnished on or for said contract, and if the said Principal shall pay to the said Obligee all damages or forfeitures which may be sustained by reason of the non-performance or mal-performance on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IT IS, HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO, That in no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than One year from date on which final payment under con tract falls due

PROVIDED, HOWEVER, That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Obligee, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within thirty days after the same shall have come to the notice of the said Obligee, be given to UNITED STATES FIDELITY AND GUARANTY COMPANY, at its office in the City of Baltimore, Maryland.

PROVIDED, FURTHER, That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered June 11, 1980
(Date)

[redacted]

[redacted] Fred M Biggs
President

BIGGS ELECTRICAL CONSTRCTION, INC.

By ..... (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Robert L. Pettiner
Attorney-in-Fact

Countersigned
BOOTH PETTINER AGENCY

Resident Agent

Contract 16-17 (2-58)

(CERTIFIED COPY)

GENERAL POWER OF ATTORNEY

No. 59549

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Robert L. Pettiner

of the City of Indianapolis, State of Indiana its true and lawful attorney ~~in and for the State of~~

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Robert L. Pettiner

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of September, A. D. 1944

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By P. F. Lee
Vice-President.

(SEAL)

(Signed) G. P. Moore
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 13th day of September, A. D. 1944, before me personally came P. F. Lee, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and G. P. Moore, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said P. F. Lee and G. P. Moore were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first ~~day of May, A. D.~~ Monday in May, A. D. 1945

(SEAL) (Signed) Dorothy S. Drexel
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, M. Luther Pittman, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 13th day of September, A. D. 1944

(SEAL) (Signed) M. Luther Pittman
Clerk of the Superior Court of Baltimore City.

FS 3 (9-47)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Robert L. Pettiner

of Indianapolis, Indiana , authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on June 11 (Date) 1980

Richard Calder
Assistant Secretary.

IN RE:

APR 7 1980

SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT, WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1980

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			31f
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	12.21	57¢	.50		1¢	61f
CARPENTER (BUILDING)	S	11.29	70¢	6%		2¢	41f
(HIGHWAY)	S	11.93	70¢	.70		5¢	21f
CEMENT MASON	S	10.85	75¢	.80		2¢	
ELECTRICIAN	S	13.05	55¢	3%+50¢		6¢	1%1f
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½¢	
GLAZIER	S	11.39		.25	40¢	4¢	25¢holidays
IRON WORKER	S	12.35	1.00	1.45		2¢	25 annuity 21f
LABORER (BUILDING)	S-SS US	8.55-9.55	.70	.70		9¢	
(HIGHWAY)	S-US-SS	8.30-9.15	.70	.70		9¢	
(SEWER)	S-US-SS	8.30-9.15	.70	.70		9¢	
LATHER	S	11.79		.80		1¢	31f
MILLWRIGHT & PILEDRIVER	S	11.69	.70	6%		2¢	41f
OPERATING ENGINEER (BUILDING)	S-SS US	8.35-12.50	.75	.65		10¢	
(HIGHWAY)	S-SS-US	8.59-11.57	.75	.65		10¢	
(SEWER)	S-SS-US	8.59-11.57	.75	.65		10¢	
PAINTER	S	9.90-10.90	.60	.85		12¢	6misc.
PLASTERER	S	10.08	.60	.80			
PLUMBER & STEAMFITTER	S	13.75	.55	.90		7¢	71f
MOSAIC & TERRAZZO GRINDER	S	9.50-11.05					
ROOFER	S	11.90		.30			
SHEETMETAL WORKER	S	12.67	.72	.77		10¢	42¢asmi 14if
TEAMSTER (BUILDING)	S-SS US	9.60½-10.5½	29.00pw	37.00pw			
(HIGHWAY)	S-SS-US	9.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April. 1980

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representat of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursu thereto, and will permit access to his books, records, and account by the administering agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulati and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federal

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4674

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. LGT. IMP. RES. NO. 142-80 - NEBRASKA PH. V

S-80-0740

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHTING IMPROVEMENT RESOLUTION NO. 142-80, FOR THE INSTALLATION OF ORNAMENTAL STREET LIGHTING IN THE NEBRASKA PHASE V IMPACT AREA, AS FOLLOWS: PERRY AVE., GREENWOOD AVE., WATKINS STREET, ILLINOIS STREET, MECHANIC STREET, CHERRY ST., CAMP ALLEN DRIVE, FAIR ST., HURON ST. AND ELM ST., ALL AS DESCRIBED IN ST. LGT. RES. NO. 142-80. SAID PROJECT WAS BID JUNE 4, 1980, WITH BIGGS ELECTRIC CO. LOW BIDDER, IN AMOUNT OF $32,658.70.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE INSTALLATION OF ORNAMENTAL STREET LIGHTING IN THE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $32,658.70 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE City Utilities

EP